REMARKS

Entry of this Amendment and reconsideration are respectfully requested in view of the amendments made to the claims and for the remarks made herein.

Claims 1-15 are pending and stand rejected

No claims have been amended.

Claims 1, 13, 14, and 15 are independent claim.

The specification is objected to for failing to provide header information. Claims 1 and 14 stand rejected under 35 USC 112, second paragraph as allegedly being indefinite. Claim 15 stands rejected under 35 USC 101 as allegedly being directed to non-statutory subject matter. Claims 1-15 stand rejected under 35 USC 103(a) as being unpatentable over Iwamoto (USP no. 7, 190, 415) in view of Ehrlich (USP no. 6,546, 427).

With regard to the objection to the specification, applicant respectfully submits that 37 CFR §1.77(b) discloses a *suggested* format for the arrangement of the disclosure. Applicant respectfully submits that the present disclosure follows the suggested format where applicable. With regard to 37 CFR§1.77(c), which was not cited in the Office Action, Applicant respectfully submits that section headings are suggested but not required, as 37 CFR §1.77(c) clearly states the sections defined in paragraphs (b) (1) through (b) (11) "should" be preceded by a section heading. Applicant respectfully declines to amend the disclosure to include the suggested headings at this time.

With regard to the rejection of claims 1 and 14 under 35 USC 112, second paragraph as allegedly being indefinite, applicant respectfully disagrees with and explicitly traverses the reason for rejecting the claims. The Office Actions states that the term "substantially equal to said period of time" is indefinite.

However, applicant respectfully submits that the term "substantially" and its use

in patent claims is a well-known term of art that refers to an approximate value. MPEP 2173.05(b)D specifically refers to the interpretation of the term "substantially" by the courts as being definite as one skilled in the art would know what is meant by the term "substantially equal.".

Hence, contrary to the assertion made in the Office Action, application submits that the reason for the rejection is not applicable and respectfully requests that the rejection be withdrawn.

With regard to the rejection of claim 15 under 35 USC 101 as allegedly being directed to non-statutory subject matter, applicant respectfully disagrees with and explicitly traverses the reason for rejecting the claim.

Claim 15 refers to a computer product enabling a programmable device to function as an apparatus when executing the computer program product. Hence, claim 15 is directed to a device and not software as is asserted in the Office Action.

As claim 15 is directed to a device, claim 15 recites subject matter that is within one of the classes of patentable subject matter and, thus, the reason for the rejection has been overcome.

With regard to the rejection of claims 1-15 under 35 USC 103(a) as being unpatentable over Iwamoto (USP no. 7, 190, 415) in view of Ehrlich (USP no. 6,546, 427), applicant respectfully disagrees with and explicitly traverses the reason for rejecting the claims.

Iwamoto discloses a system to allow for a switch between a first channel and a second channel when a commercial is detected on the first channel. The system remains on the second channel for a predetermined amount of time before returning to the first channel. This basic operation is shown in Figure 3 and described in col. 8, lines 13-64. Iwamoto discloses that the "predetermined time for which a commercial message is expected to be broadcast, for example, on the channel A is set by the timer IC 2 in Fig. 1, in advance."

Iwamoto further notes that in the processing of Figure 3, it is possible that the predetermined time may expire prior to the end of the commercial on the first channel and, hence, when the switch back to the first channel occurs, the user would see the remaining portion of the commercial message. Figure 4 resolves this problem by letting the user cause the switch back to the first channel after the predetermined time has expired. See Figure 4, step S2g and col. 9, lines 33-44.).

Hence, Iwamoto fails to provide any teaching regarding estimating a time duration of the interruption of content on the first channel. Rather the predetermined time is set in advance and is only applied by Iwamoto. In addition, even if it could be said that the predetermined time were comparable to the estimated period of time recited in the claims, the predetermined time of Iwamoto is a measure of the interruption of the content on the first channel and does not represent a period of time from a point of interruption to the end of the content on the first channel, as is recited in the claims.

Ehrich discloses a system for providing content from a broadcast program content to a plurality of users over a network. During transmission over the network, alternative content is switched to the network content at predetermined intervals and substituted for selected content during the predetermined intervals. Ehrich is recited for teaching that predetermined time (time of interruption and duration of interruption) may be proved via a message.

However, contrary to the assertions made in the Office Action, the predetermined time of Iwamoto relates to an interruption in the content on a first channel and fails to represent a time remaining from the start of a interruption to the end content on the first channel, as is recited in the claims. Hence, even if a time of interruption and a duration of the interruption were provided to the system of Iwamoto, from Ehrich, the provided information would not represent the time remaining from the interruption to the end of the content.

Even if this time of interruption and duration of interruption could be said to represent a time of interruption within a content on a first channel and the duration represents the remaining time until the end of the content of the first channel, this

assumption regarding the time of interruption and duration are information provided to the system of Iwamoto. Hence, Iwamoto still fails to provide any teaching of estimating this time duration to the end of the content, as is recited in the claims.

Hence, the combination of Iwamoto and Ehrich fails to recite a material element of the claims (e.g., estimation means to estimate a time from the interruption to the end of the content).

A claimed invention is prima facie obvious when three basic criteria are met. First, there must be some suggestion or motivation, either in the reference themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine the teachings therein. Second, there must be a reasonable expectation of success. And, third, the prior art reference or combined references must teach or suggest all the claim limitations

In this case, Iwamoto fails to disclose a material element recited in the independent claims and Ehrich fails to provide any teaching to correct the deficiency found to exist in Iwamoto. Hence, the combination of Iwamoto and Ehrich fails to teach all the elements recited in the independent claims.

With regard to the remaining dependent claims, these claims ultimately depend from the independent claims and, thus, the remaining dependent claims are also allowable by virtue of their dependence from an allowable base claim, without arguing the merits of each claim individually. .

For the remarks made herein, applicant submits that all the objections and rejections have been overcome and that the claims are in a condition for allowance. It is respectfully requested that a Notice of Allowance be issued.

Should the Examiner believe that the disposition of any issues arising from this response may be best resolved by a telephone call, the Examiner is invited to contact applicant's representative at the telephone number listed below.

Respectfully submitted,

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